

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

Two Brothers Enterprises, Inc. d/b/a  
Independence Urgent Care & Two  
Brothers Real Estate, LLC,

Case No. \_\_\_\_\_

Plaintiff,

v.

State Farm Fire and Casualty Company,

Defendant.

**COMPLAINT**

Now comes the Plaintiffs, Two Brothers Enterprises, Inc. & Two Brothers Real Estate, LLC, by and through its counsel, and for its Complaint states as follows:

**GENERAL ALLEGATIONS**

1. Plaintiffs Two Brothers Enterprises, Inc. & Two Brothers Real Estate, LLC (hereinafter “Plaintiffs”) are businesses in the State of Ohio and share the same owners who are also residents of Ohio.

2. Two Brothers Real Estate, LLC owns the property located at 4400 Rockside Rd., Suite 2100 Independence, Ohio 44131-2176 (the “Property”).

3. Two Brothers Enterprises, Inc D/B/A Independence Urgent Care operates its business at the Property.

4. Defendant, State Farm Fire and Casualty Company (hereinafter referred to as “Defendant” or “State Farm”), is upon information and belief a foreign insurance

company authorized to and conducting business in the State of Ohio, including Cuyahoga County, Ohio.

5. On or about November 15, 2020 (the “Loss”), a severe weather-related event caused substantial damage to Plaintiffs’ Property.

6. On or about February 17, 2022, (referred to collectively with the Loss as the “Losses”), a freezing event occurred that caused water intrusion and damage to the Property.

7. At all times relevant hereto, Plaintiffs maintained a Policy of insurance with Defendant (“the Policy”).

8. The Policy provides coverage for, among other things, damage caused by wind and hail, water freeze events, and water intrusion.

9. The Policy contains an appraisal provision which provides that in the event of a dispute over the amount of loss, an appraisal panel may resolve that dispute upon one party making a written demand to the other.

10. At the time of the Losses, the Policy was in full force and effect.

11. Subsequently, Plaintiffs timely submitted insurance claims and State Farm assigned Claim Nos. XX-XXX-13K and XX-XXXX-23C to the claims. State Farm also assigned an adjuster to adjust the claims.

12. Thereafter, State Farm wrongfully underpaid Plaintiffs’ claims and refused to issue a full and fair payment for the covered loss as was owed under the Policy.

13. Plaintiffs demanded appraisal to resolve the dispute concerning the amount of Loss.

14. Defendant has not agreed to participate in the appraisal process.

15. The U.S. district court for the Northern District of Ohio has jurisdiction over this matter pursuant to 28 U.S. Code § 1332 as the parties have diversity of citizenship and the amount in controversy exceeds \$75,000.00.

### **COUNT ONE: BREACH OF CONTRACT**

16. Plaintiffs hereby incorporate by reference paragraphs one through fifteen as though fully rewritten herein.

17. At all times relevant to this cause, Plaintiffs and Defendant were parties to a valid and enforceable contract—the Policy.

18. Defendant has failed to properly adjust the loss and pay insurance proceeds owed to Plaintiff as a result of the damage caused by the November 15, 2020 storm and February 2, 2022 water intrusion.

19. This constitutes a breach of Defendant's obligations under the Policy.

20. As a direct and proximate result of Defendant's breach of the insurance contract, Plaintiffs have suffered damages in excess of \$250,000.00 exclusive of attorney's fees, interest, and costs.

### **COUNT TWO: DECLARATORY JUDGMENT**

21. Plaintiffs hereby incorporate by reference paragraphs one through twenty as though fully rewritten herein.

22. Plaintiffs' property sustained damage as a result of the November 15, 2020 storm and February 2, 2022 water intrusion.

23. The parties agree the November 15, 2020 storm and February 2, 2022 water intrusion caused damage to the Property and are covered events, but fail to agree on the amount of Loss.

24. Plaintiffs demanded the amount of Loss be determined by an appraisal as provided for in the Policy.

25. Defendant has failed to participate in the appraisal in direct contravention of the Policy terms.

26. Plaintiffs are entitled to a declaratory judgment establishing the rights of the parties under the written instrument, the Policy, and compelling Defendant to participate in the appraisal.

**WHEREFORE**, pursuant to the General Allegations and Counts I and II of the Complaint, Plaintiffs Two Brothers Enterprises, Inc. & Two Brothers Real Estate, LLC prays for an Order requiring the parties to resolve the disputed amount of Loss at appraisal and to stay litigation until after said appraisal issues its award. Additionally, Plaintiffs pray for judgment against Defendant State Farm Fire and Casualty Company in an amount yet to be determined, but in excess of \$250,000.00, plus costs expended herein, prejudgment and post judgment interest as well as all other just and appropriate relief to which they may be entitled at law and/or in equity.

Respectfully submitted,

Date: November 9, 2022

/s/ Anthony A. Remick

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